

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOAL	Page 1 of 33
2. Contract No.		3. Solicitation No. W58RGZ-07-R-0124		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007JUN15	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AL-A REDSTONE ARSENAL AL 35898-5280 WEAPON SYSTEM: EO AUGMENT SYS			Code W58RGZ	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2007JUL16 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARTHA ELAINE BRAZELTON E-mail address: MARTHA.ELAINE.BRAZELTON@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)955-9228
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
	(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.		
	(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:		
	(1) Furnished as an attachment to its offer; or		
	(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;		
	(3) Furnished upon receipt of a specific request for the information from the contracting officer.		

(End of Clause)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <div>APPROVED SOURCESCAGE</div> <div>SC ELECTRONICS0YGA2</div> <div>MFG. NAME & CAGE: (Mfg. insert name & cage)</div> <div>MFG. PART NUMBER: (Mfg. insert part number)</div> <div>(End of narrative A001)</div>				
0001	NSN: 6130-01-223-5716 FSCM: 04939 PART NR: 13083229 SECURITY CLASS: Unclassified				
0001AA	<div>PRODUCTION QUANTITY</div> <div>NSN: 6130-01-223-5716 FSCM: 04939 PART NR: 13083229 SECURITY CLASS: Unclassified</div> <div>NOUN: POWER SUPPLY PRON: AX7C9750AX PRON AMD: 01 AMS CD: 060011</div> <div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: IAW PACKAGING SPECIFICATION DATASHEETS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 01 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B MIL-STD-129 MARKINGS SHALL APPLY MIL-STD-2073-1 CODES, APPENDIX J (PLEASE SEE PACKAGING SHEETS) (End of narrative D001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7095CE04 CH000U J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 5 0184</div>	57	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002	5	0214				
	003	5	0244				
	004	5	0274				
	005	5	0304				
	006	5	0334				
	007	5	0364				
	008	5	0394				
	009	5	0424				
	010	5	0454				
	011	5	0484				
	012	2	0514				
	FOB POINT: Destination						
	SHIP TO:						
	(CH000U)	XR LOCKHEED MARTIN					
		1700 TRADEPORT DR					
		ORLANDO	FL 32824-7007				

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

D-2 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39.		

(End of Clause)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title		Date
G-1	52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.			
(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:			
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-AC-LS Redstone Arsenal, AL 35898-5000			
(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:			
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-SA Redstone Arsenal, AL 35898-5000			

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	JUN/2005
1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.			
2. <u>Format.</u>			
<p>a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.</p>			
<p>b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.</p>			
<p>c. Short Form Procedure: ECPs and VECPs , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."</p>			
<p>d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).</p>			
<p>e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).</p>			
<p>f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.</p>			
g. Classification of RFDs/RFWs.			
<p>(1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.</p>			
<p>(2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.</p>			
<p>(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.</p>			
h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.			
i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.			
j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor			

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if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of

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acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-16	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-19	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-23	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-24	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-35	52.242-13	BANKRUPTCY	JUL/1995
I-36	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-37	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-38	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-39	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-40	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-41	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-42	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-43	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-44	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	DEC/2006

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	Regulatory Cite	Title	Date
		GOVERNMENT OF A TERRORIST COUNTRY	
I-46	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-47	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-48	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-49	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-50	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-51	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-52	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-53	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any -1- (48 CFR -2-) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-54	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
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(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-55	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
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(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous

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places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-56 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-57 52.209-4005 SOURCES ELIGIBLE FOR AWARD CONSIDERATION (USAAMCOM) OCT/2000
(a) Competition under this solicitation is restricted to the following sources:

(1) Approved Sources listed in Section B -- sources that have been approved by the prime manufacturer or the Government for supply of item(s) listed in this solicitation, to assure the requisite safe, dependable, effective operation and support of military equipment;

(2) Sources that have been approved prior to award -- other than approved sources listed in Section B;

(3) Nonmanufacturers--offers from nonmanufacturers will only be considered for award if the required item(s) is new material and has been or will be obtained from a source of supply which has been approved prior to award. The source and part number of the item the offeror intends to supply must be stated in the offer.

(4) Surplus Dealers--offerors of Government surplus in accordance with Section I clause entitled "Material Requirements," FAR 52.211-5, will only be considered for award if the former Government surplus or residual inventory resulting from terminated contracts was originally manufactured by an approved source of supply.

(b) Only offers submitted by the above sources will be considered for award under this solicitation.

(c) Offerors who wish to become an approved source of supply for an item listed in this solicitation should proceed per the instructions set forth in paragraphs (d) and (e) below. It is noted that contractor requests for source approval in conjunction with this procurement will not be a cause for delay in this solicitation action. However, if it is determined that additional sources will clearly benefit the Government and that any delay incident to their approval would not impact readiness, a reasonable delay may be entertained. Whether or not such delay will occur will be solely at the discretion of the Government, and the time set for opening of the Invitation for Bids or the closing date of the Request for Proposals may or may not be extended. An extension will be witnessed by issuance of an amendment to this solicitation.

(d) Offerors wishing to become approved for an item on this solicitation may choose to:

(1) Request approval outside of this solicitation action, in which case the contractor should follow the instructions under paragraph (e) below and send a Source Approval Request (SAR) package to Commander, U.S. Army Aviation and Missile Command, ATTN: AMSAM-RD-AE-I, Redstone Arsenal, AL 35898-5000; or,

(2) Request approval in conjunction with this procurement, in which case the contractor should prepare a response to this solicitation and forward it in accordance with the instructions contained on page 1 of this solicitation. A separate SAR package prepared in accordance with paragraph (e) below shall also be submitted, under a cover letter to the Contracting Officer, to the address shown in the "ISSUED BY" block on page 1 of this solicitation. The cover letter should reference the solicitation number, but must be devoid of any reference to price, delivery, or other terms or conditions of the proposal. To be considered for award on this solicitation, a separate complete proposal must be submitted to the Contracting Officer in accordance with the solicitation.

(e) Regardless of the choice under (d) above, the SAR submitted to AMCOM must comply with the requirements of the Competition Advocate's Shopping List (CASL), or it will be rejected without consideration and returned to the contractor. Copies of the CASL can be obtained from the Competition Management Office, (256) 876-2485. Contractors seeking to become approved sources should submit a SAR in the appropriate format, identifying it to one of the categories found in the CASL.

(f) AMCOM may require additional data, testing, or plant visits before it is able to completely evaluate a request. This may require the requestor (at no expense to the Government) to supply parts for testing, engine run up, or flight tests. In that event, the requestor will be so advised. AMCOM reserves the right to approve a contractor for award prior to completion of physical testing of the offered item. In such cases, the contractor shall perform any outstanding tests and provide all required documentation at no cost to the Government prior to entering upon full production. Lack of successful performance within the specified timeframe shall be grounds

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for a no cost termination.

(g) When a SAR is received, it will be processed for evaluation. If the evaluation and approval (including preparation or update of the requisite technical data package (TDP)) occurs before award, the requestor will be considered for award if a proposal was submitted per (d)(2) above. If the evaluation/TDP preparation has not been completed prior to award, AMCOM will continue the process until complete. If the requestor becomes approved and is added to the TDP, the requestor will be eligible for consideration on all future solicitations for the item.

(h) All approval or disapproval notices shall be officially provided the contractor by the appropriate technical official.

(i) Nonmanufacturers seeking to supply an item from a non-approved source must first ensure that the source becomes approved in accordance with the requirements for manufacturers seeking to become an approved source prior to contract award.

(End of Clause)

I-58 52.219-4702 PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

- 1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;
- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency

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(DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	PACKAGING SPECIFICATION DATASHEETS	09-APR-2006	002	

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 335999.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

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Name of Offeror or Contractor:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335999.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it
 ___ is,
 ___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it
 ___ is,
 ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
 ___ is,
 ___ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
 ___ is,
 ___ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is
 ___ is,
 ___ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ___ is,
 ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is,
 ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]
 Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern

- (1) Means a small business concern
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firms status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

- (i) The Offeror and/or any of its Principals --
 - (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

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by any Federal agency;

(B) Have ____ have not ____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,
 [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and

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regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-8	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
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(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.215-20	REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

-1-

(End of clause)

L-3	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-4	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any -1- (48 CFR Chapter -2-) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

L-5	52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
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(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;
- (3) Furnished upon receipt of a specific request for the information from the contracting officer.

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(End of provision)

L-6 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

L-7 52.211-4000 NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY
OR OTHER THAN NEW MATERIAL (USAAMCOM) OCT/2000

(a) Offerors are directed to the clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the following information regarding the items or components offered:

1. General Information.

- a. National Stock Number (NSN): _____
- b. Nomenclature: _____
- c. Part Number: _____
- d. Manufacturer: _____
- e. Quantity Offered: _____
- f. Date of Manufacture: _____

2. Condition Information.

a. The items are:

() Ready-for-issue.

() Not Ready-for-issue.

b. Are the items new and unused _____

c. Are the items used _____

d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)). _____

e. Are the items corroded or otherwise damaged by time or elements _____

If so, describe. _____

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f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items. _____

3. Source of Items.

a. The items were purchased by the offeror as:

() Production rejects.

() Production Overrun.

() Scrap.

() Government Surplus from the Government.

() Residual inventory resulting from terminated Government contracts.

() Other, describe. _____

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. _____

Can the items be traced to specific contracts under which the items were originally procured by the Government

If so, indicate the Government contract number(s) and provide any available supporting information.

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable. _____

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

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- () Outdoors, uncovered.
- () Outdoors, covered.
- () Roofed.
- () Warehouse, climate uncontrolled.
- () Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item. _____

5. Packaging Information.

The items are:

- () In original packaging (describe packaging) _____
- () Have been repacked (describe packaging) _____
- () Are unpackaged.

6. The items () do, () do not have data plates attached. If data plates are attached, provide the information contained therein. _____

7. The items () do, () do not contain serial numbers. If serial numbers are present indicate. _____

8. The offeror () does, () does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) _____, dated _____.

9. The full quantities of the material offered () are, () are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

The offered items must meet the requirements of the current contract, whether or not the items met agency

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requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

L-8 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)

L-9 52.211-4009 SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM) OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

L-10 52.215-4001 PRICING INFORMATION (USAAMCOM) OCT/1992

(a) The offeror shall include information to establish the basis for the price(s) proposed. Such information need not be in any particular form; however, it shall be sufficient to provide an understanding of the offeror's pricing rationale.

(b) Following are examples of pricing methods which may be applicable. Please check the appropriate box and furnish information pertinent thereto in the space at the bottom of the page.

() Established catalog or market price(s) or commercial item(s) sold in substantial quantities to the general public. (List volume of sales in the last two years, specifying separately sales to general public and sales to the U.S. Government.)

() Similar to a commercial item meeting the above description. (Describe differences between established commercial item and similar item. List volume of sales to general public in the last two years of the established commercial item and list the volume of sales to the U.S. Government of the similar item during same period.)

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() Price(s) fixed by law or regulation (cite applicable law or regulation).

(c) If none of the above apply, check the box below and furnish information concerning the pricing rationale. Include data on volume of sales to both general public and to the U.S. Government over the past two years.

() Other _____

ADDITION INFORMATION: _____

L-11 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L-12 52.233-4703 AMC-LEVEL PROTEST PROGRAM MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command

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Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-13 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993

(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3%
2-3 years	2%
3-6 years	1.5% \$_____
6-10 years	1% TOTAL
over 10 years	.75%

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of _____months. \$_____

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of _____months. \$_____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

"(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its

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evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

- (1) A proposed rental figure: \$_____
- (2) The contract/agreement numbers of all such documents: _____
- (3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name:_____ Address :_____

Telephone No.:_____

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)